

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PLAMAR NAVIGATION LTD.,

Plaintiff,

-against-

TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a SHENGJIA
(HONG KONG) SHIPPING AND TRADING CO., LTD.,
CHANGSHU NEW CHANGGANG TRADE CO. LTD.,
HANGZHOU HEAVY STEEL PIPE CO. LTD., HENGYANG STEEL
TUBE GROUP INT'L TRADING INC., HUBEI XIN YEGANG CO.,
LTD. a/k/a HUBEI XIN YEGANG STEEL CO. LTD., JIANGSU
CHANGSHU MARINE SHIPPING AGENCY CO. LTD., JIANGSU
LIHUI IRON AND STEEL CO., LTD., JIANGSU PROS.A INT'L
CO. LTD., JIANGYIN XINGCHENG SPECIAL STEEL WORKS
CO., LTD., KUGLER HAAS, LALANI STEEL INC., FASTEN BLOC
SHANGHAI IMP. AND EXP. CO., LTD., FASTEN GROUP IMP.
AND EXP. CO. LTD., SUZHOU HUASHENG IMP. AND EXP. CO.,
LTD., SUZHOU SEAMLESS STEEL TUBE WORKS, VICTORY
LOGISTICS INT'L CO., LTD., WUXI DINGYUAN PRECISION
COLD DRAWN STEEL PIPE CO. LTD., WUXI TIAN LIANG
FOREIGN TRADE CO. LTD., XIGANG SEAMLESS STEEL TUBE
CO. LTD., XINYU IRON AND STEEL CORP. LTD., YANGZHOU
LONGCHUAN STEEL TUBE CO., LTD., YIEH CORPORATION
LTD. and YIZHENG HAITIAN ALUMINUM INDUSTRIAL CO.,
LTD.,

Defendants.

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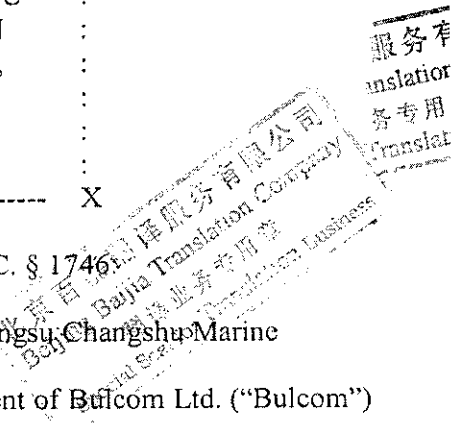
09-cv-5447 (SHS)

**DECLARATION OF
GU JIENA**

X

I, GU JIENA, make the following Declaration, pursuant to 28 U.S.C. § 1746:

1. I am the Manager of the Logistics Department of Jiangsu Changshu Marine Shipping Agency Co., Ltd. ("Changshu Agency"), the shipping agent of Bulcom Ltd. ("Bulcom") who is Commercial Managers of Plamar Navigation Ltd. ("Plamar"). Changshu Agency was responsible for arranging the voyage of M/V Temira in 2007 at issue in this case. Changshu Agency was entrusted by the master of M/V Temira to issue the bills of lading to the shippers



who had cargo aboard this vessel. I make this declaration based on my personal knowledge of the matters described herein.

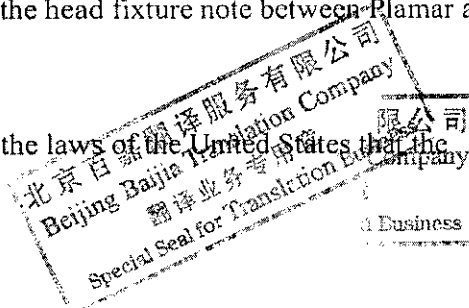
2. For this voyage, Bulcom directed us to use the CONGENBill form bills of lading. However, because this form is regularly used in the shipping business, I did not observe anything special about it at that time or now.

3. In particular, it is not our understanding, nor was it ever suggested to us, that the 28 September 2007 Fixture Note entered into by Plamar and Shengjia (Hong Kong) Shipping and Trading Co., Ltd. ("Shengjia (Hong Kong)" a/k/a "Tianjin Shengjia") was incorporated by reference to the bills of lading. Furthermore, we were not presented with a copy of the foregoing fixture note at or before the time the bills of lading were issued.

4. It is common, whenever we and other shipping agents charter a vessel from the charterer/subcharterer, to enter into a fixture note with such charterer/subcharterer. Such fixture notes are usually similar in form and content. For instance, such fixture notes usually include a term about the detention rates, although the actual rates may vary from one the other. Therefore, the mere similarity among the various fixture notes in this case does not suggest that the shipping agents had actual or constructive notice of the terms of the head fixture note between Plamar and Tianjin. As stated earlier, we did not have such notice.

5. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 25, 2009



GU JIENA

美国联邦法院诉讼
纽约南区

PIAMAR NAVIGATION LTD.

原告，

- 诉 -

天津惠嘉船务有限公司，天津惠嘉（香港）船务贸易有限公司，
雷氏西贡船务贸易有限公司，越南金钢船务有限公司，安南船务及
贸易有限公司，湖北和治船务有限公司，天津滨海新区钢铁
铁有限公司，江苏富海海运代理有限公司，江苏 LIHUI 钢铁有限公司，
江苏 PROS 钢铁有限公司，江苏兴隆钢铁有限公司，
KUGLER HAAS, TALANI STEEL INC. 上海法尔胜老斯进出口有
限公司，法尔胜集团进出口有限公司，苏州 HUASHENG 进出口
有限公司，苏州无锡钢管厂，苏州后港船务有限公司，无锡
DINGYUAN 钢铁钢管有限公司，无锡正大进出口贸易有限公司，
无锡西姆莱斯钢管有限公司，XINYU 钢铁有限公司，无锡
LONGCHUAN 钢管有限公司，隆亨有限公司，以及 YIZHENG
HAITIAN 钢铁有限公司

被告

声明人：
顾洁娜

北京百嘉
Beijing Ba
Special

本人顾洁娜，现依照《美国法典》第 28 卷第 1746 条，作出如下声明：

1. 本人是江苏富海船务代理有限公司（“富海船代”）的物流部经理，富海船代
是 Plamar Navigation Ltd.（“Plamar”）的管理公司 Bulcom Ltd.（“Bulcom”）于
2007 年向贵国法院管辖的船务代理（“富海船代”是赫米特号船长的委托，向在该船上运
送货物的货主等发送单。我基于个人对此次货运的了解，作出此份声明。

2. 为了本次货运，Bulcom 指定我们使用惠金格式提单，但提单时以及现在都
没有意识到这种格式有任何特别之处，因为惠金格式提单在航运行业中很常见。

3. 当时船代在签发提单时并不知道 Plamar 与 嘉嘉（香港）船务贸易有限公司（“嘉嘉（香港）”，人称“天津嘉嘉”）于 2007 年 9 月 28 日签订的《租船确认书》被并入留主提单这一情况，而且我们在提单签发之前和提单签发时也没有见过该《租船确认书》。

4. 当我们或其他船代公司在向租家租船时，一般都会与其签订《租船确认书》。通常而言，这类《租船确认书》的格式和内容都比较类似。例如，运通船务的条款基本上在每一份《租船确认书》中都会出现，但条款的具体表述可能会有所不同。在签发那《租船确认书》中仅有的相似之处不能说明船代公司已实际或积极地注意到了 Plamar 与 天津嘉嘉之间《租船确认书》条款。正如之前所述，我们并没有注意到这份《租船确认书》。

5. 我不保证上述内容真实正确，否则我将受到美国法律下关于作伪证的制裁。

签署日期：2009 年 9 月 25 日


证人

通译
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白译
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